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GENERAL COUNSEL'S OPINION NUMBER 55-14, DATED 26 APRIL 1955

The cost of storage of household effects and a charge for premature cancellation of a lease incurred because of an extension of an overseas tour are not reimbursable expenses.

OGC Has Reviewed

TO THE DEPUTY DIRECTOR/SUPPORT

1. Your office, by note of 14 April, has requested our views concerning a claim submitted by F.H.S. The pertinent facts presented by Mr. S.'s memorandum, together with attachments, are these. S. lived in Parkfairfax, Virginia, prior to 21 June 1953 under a three-year lease which at that date had two years to run. On that day he left Washington for ☐ on a one-year assignment. Prior to leaving he sublet his apartment for one year, with the approval of his landlord. In March, 1954, S. was notified that his assignment was to be extended for a second year. S. then attempted to sublet his Parkfairfax apartment for this ensuing year, but the landlord refused to permit this. S. thereupon cancelled his lease and was charged a sum for premature cancellation. He also had his household goods packed and removed to storage. He claims reimbursement for the cost of premature cancellation of lease, packing, and removal of furniture and storage of furniture.

2. This office, in a case involving a transfer of duty station on short notice, has had occasion to hold that such a transfer is not a situation peculiar to CIA but rather may occur anywhere within the Government structure and constitutes a normal risk of Government service, be it CIA or any other agency. We noted, in that opinion, that a claim for expenses in such cases would be denied under the rules applicable to Government agencies generally. An extension of assignment at a particular duty station, we believe, likewise is a normal incident of Government service with CIA or any agency. In fact, since the possibility that an employee might be requested to extend his tour of duty at a particular overseas duty station is an occurrence which might well be anticipated, such an extension is, if anything, an even more routine incident of Government employment.

3. The question in the instant case is thus reduced to a determination as to whether the charge for the premature cancellation of the lease may be reimbursed by recourse to the special authority provided by paragraph 9(a) of ☐ 25 February 1954. Paragraph 9(a) reads as follows:

"When authority is not otherwise specifically provided in Agency Regulations, the Deputy Director (Administration) may take final action on any matter arising out of the unusual functions of this Agency and involving the expenditure of confidential funds, if the expenditure involved in each matter does not exceed \$2,500.

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The term 'unusual functions' as used herein is intended to differentiate the extraordinary problems of this Agency from the normal administrative or operating problems confronting the ordinary Government agency."

We have no hesitancy in holding that the premature cancellation of lease is not a matter arising out of the unusual functions of this Agency.

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None of the situations there provided for (when an employee is absent under orders from his usual post of duty, or is assigned to a post to which, because of emergency conditions, he cannot take his household goods and personal effects, or when he has first arrived at his new post) is involved in the S. claim for storage costs. Nor is this a "matter arising out of the unusual functions of this Agency" within the contemplation of paragraph 9(a) of

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5. Since packing and removal of furniture is incident to storage, for which, as we have noted, authority to reimburse is lacking, it would follow that the charge for packing and removal also must be disallowed.

6. The file is returned herewith.

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LAWRENCE R. HOUSTON
General Counsel

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